they had been so made. Similarly, a suggested rule that "all parties *must be deemed to have contracted* with reference to the place of issue of the original instrument"[4] is merely a fictitious way of providing that the same legal results shall attach as though the persons in question had so contracted. Again, the statement that "before there can be a legal intent, there must be capacity to form such intent, and such capacity must, in the very nature of things, be conferred by the law", seems to involve a similar blending of legal and non-legal elements.[5] The word "capacity" may denote either (1) a group of facts which when it exists confers upon the person of whom the facts are true a certain legal power, *i. e.*, a legal ability, to bring about by his acts certain changes in legal relations; or (2) this legal power itself. "Capacity" in the former sense is obviously not "conferred by the law" but exists, if at all, as a fact; "capacity" in the second sense, *i. e.*, that of legal power, is, on the other hand, "conferred by the law" (*i. e.*, is attached by the law to "capacity" in the former sense) but does not enable one to "form an intent", but rather by forming it (and expressing it in a certain way) to produce certain changes in legal relations. Numerous other instances might be cited, but these will suffice to illustrate what is meant.

The thanks of the profession are due to Professor Lorenzen for the present study and it is to be hoped that it will be followed by similar studies treating comparatively other portions of the conflict of laws.

*U. M.*
*W. W. C.*

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[4]Page 127.

[5]See page 59.

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